



IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK

CV 22-3048
Case No.

Kristin Guldi; Executrix for the Estate of Gregory
Jo Guldi

Plaintiff / Appellant

-against-

FEDERAL NATIONAL MORTGAGE ASSOCIATION
Granite Park VII, 5600 Granite Parkway, Plano, TX 75024

Defendants / Respondents

**OBJECTION TO RECOGNITION OF
FOREIGN JUDGMENT
and 72 HOUR EVICTION NOTICE**

and Request for a Temporary Restraining Order
due to ATTEMPTED TITLE FRAUD

BROWN, J.

LINDSAY, M.J.

A. Plaintiff(s)

Name: Kristin Guldi; Executrix for the Estate of Gregory Jo Guldi

Mailing Address: P.O. Box 1179 Southampton, NY 11969

Phone: N/A

B. Defendant(s)

Vincent F. DeMarco a/k/a VINCENT F. DeMARCO

Doing Business As: Sheriff of the County of Suffolk

In Care of: SHERIFF'S OFFICE, COUNTY OF SUFFOLK, N.Y.

CIVIL ENFORCEMENT SECTION 360 YAOHANK AVENUE, SUITE 1A YAPHANK, N.Y. 11980

File No.: 4-19008750

James N. Faller

Doing Business As: Esquire for Reed Smith, LLP

599 Lexington Avenue, New York, NY 10022

Patricia Byrne Blair

In Care of: 9B Montauk Highway

Blue Point, New York 11715

Barbara Wilson

Doing Business As: Town Justice

In Care of: Eric Shultz; President

Doing Business As: Town of Southampton

116 Hampton Road

Southampton, NY 11968-4998, US

BASIS FOR JURISDICTION: Federal Question

This court has jurisdiction as the matter pertains to violations of the United States Constitution and federal law.

ORIGINAL

- Violation of Article I Section II of the United States Constitution – Mis-use of constitutional authorization for Census designated purposes.
- Violation of Article IV of all four Federal Constitutions - Americans are exempt from Bills of Attainder
- Violation of Amendment V (1791) – *Denial of Due Process*
- Violation of Amendment XI. Americans are not subject to any foreign laws.
- Violation of Federal Law, PL 73-10 and 12 USC 411 - Mutual Offset Credit Exchange Exemption from all Public Debts

United States Supreme Court ruling: United States Supreme Court ruled in 2021: Mortgage overseer structure unconstitutional - Collins v. Yellen, 19-422, and Yellen v. Collins, 19-563.

The United States of America (U.S.A. or USA) commonly known as the United States (U.S. or US) or simply America (as a figure of speech) is a nation-state (country) located in North America. It consists of 50 (corporate) states, a federal district (Washington D.C.), five (5) major unincorporated territories, 326 Indian reservations, and nine (9) minor outlying islands. It is a UN Corp., Member state, with a date of admission of 24 October 1945.

Ius in re inherit ossibus usufructarii: "A real right attaches to the usufructuary"

I Kristin Guldi, in my capacity as Executrix for the Estate of Gregory Guldi, as recognized by the U.S. State(s) of New York, and witnessed by the enclosed Letters Testamentary is asking this court to grant an emergency **Temporary Restraining Order** ("TRO") against the proposed 72 hours eviction notice that was caused to be attached to my door on the evening of 05/19/2021, by Vincent F. DeMarco, in his capacity as Sheriff, *a/k/a* courts-marshal of the County of Suffolk. Copy of DECREE; Letters Testamentary and 72 HOUR EVICTION that was taped to my front are enclosed.

This objection is being made in opposition to the Holdover WARRANT that was executed pursuant to the Dispositive Motion titled Holdover Petition that was "**recognized**" and or "**domesticated**" by Barbara Wilson; doing business as: Barbara Wilson, Town Justice.

It is also being made due to the fact that the extraterritorial summary judgment proceeding *a/k/a* Petition, is a violation of the U.S. Constitution, thus unenforceable.

Over several months I diligently requested that **Patricia Byrne Blair, Esq.** (Ms. Blair); formerly Mazzei & Blair, Esqs., at 9 B Montauk Highway Blue Point, New York 11715; to expedite the issuance of the Letters Testamentary in order for me to administratively address the Civil Action claim, captioned GREGORY JO GULDI v. WELLS FARGO BANK NA et al, which I was being harassed with from Faller, James N., of Reed Smith, LLP.

I also asked Ms. Blair, via telephone and email for her assistance in getting any available documents from James N. Faller (Mr. Faller), of the firm Reed Smith, LLP, so that I could review the documents in support of the claims he was making against my late father's estate. Copies of emails will be presented before a court of lawful jurisdiction as necessary.

At no time did Ms. Blair inform me that a Holdover Petition had been filed or that the claim was allegedly being adjudicated. It would have been a simple matter to inform all involved parties that I was waiting for the **Letters Testamentary** to be issued by the Surrogate Court. Without it I had no legal right to address any legal matters pertaining to my late father's estate.

I asked Ms. Blair to inform Mr. Faller that I could not enter into any agreements on behalf of the Estate, nor sign any contractual agreement(s) with anyone prior to fully reviewing all documents in support of his request.

Ms. Blair repeatedly informed me that she understood and was doing everything she could to expedite the process.

As soon as I received the Letters Testamentary on 02/01/2022, I immediately contacted Ms. Blair and urged her to contact Reed Smith and ask them to send any documents they had that would clarify the requests they were making. Due to Ms. Blair's failure to provide me with the information I requested and needed, along with increased demands from Mr. Faller of Reed Smith, to sign what appeared to me to be unconscionable legal documents, that would not only harm the Estate but would effectively render me homeless, due to the odious payments they were proposing.

Eventually, I contacted Ms. Blair and officially requested that all documents associated with the Estate that she had in her possession be surrendered to me. On or about 05/17/22, I submitted an official request at her office for her to surrender all documents pertaining to the Estate that she has in her possession, due to her non-responsiveness to my numerous requests. To date I am still not in possession of the requested documents, and I am still in need of clarification pertaining to the documentations that was submitted to the Clerk in support of the petition and by whose and or by what authority the claim is being made.

I am additionally requesting a TRO based on the fact that Federal National Mortgage Association, a/k/a Fannie Mae has been under conservatorship for bankruptcy protection since on or about September 7, 2008.

Real property in Southampton is very expensive generally, as all are aware; therefore it would be extremely ignorant and incompetent of me to simply hand it over based on a series of vague unsubstantiated emails, from a total stranger. New York law requires at least a 14 day prior notice before anyone can be evicted, not 72 Hours, and I am not personally involved in any landlord tenant disputes.

Not as a Party to this legal matter; but as a Party of Interest:

cc: Honorable Greg Abbott; Texas Governor
Office of the Governor
State Insurance Building 1100
San Jacinto Austin, Texas 78701

Known LIBELLANTS / Libellants:

Adam Gittle; Governance Analyst
Doing Business As: Federal National Mortgage Association
5600 Granite Pkwy Plano, TX, 75024-4126 United States

PATRICIA A BLAIR; Principal
Doing Business As: Blair, Patricia Law Firm
216 W Erwin St Tyler, TX, 75702-7366 United States

Barbara Wilson; Agent
Doing Business As: Barbara Wilson
3995 Medina Rd Ste 170 Medina, OH, 44256-5958 United States

LANCE GOTTHOFFER; Managing Partner

Doing Business As: Reed Smith LLP

599 Lexington Ave FL 30 New York, NY, 10022-6033 United States

Aaron Javian; Partner

Doing Business As: Reed Smith LLP

Location: 599 Lexington Ave FL 30, New York, New York, 10022-6033, US

RICHARD TAYLOR; Executive

Doing Business As: We The People of Albany County

900 Central Ave Ste 5 Albany, NY, 12206-1302 United States

Note: We The People of Albany County is located in Albany, New York. This organization primarily operates in the Copyright Protection Service business / industry within the Business Services sector.

Steven Bellone; Executive

Doing Business As: County of Suffolk

100 Veterans Hwy Hauppauge, NY, 11788-5402 United States

Resoluto jure concedentis, resolvitur jus concessum:

by the extinction of the right of the grantor (usufruct), the right granted is extinguished.

HOLDOVER WARRANT pertaining to Index (Receipt) No 19030233

There is no accusation in civil court. A charge in civil law means "a Bill", nothing else. Where is the itemization of the "Charge." One must be presented with a bill in a civil case for any charge that is made and in a criminal action a receipt is presented. Under English law the receipt is called "a docket" or "an indexed" claim. It is presented at the onset of the collection process when one is summoned and expected to come forth and pay the bill or honor the receipt. All are presumed to be competent enough to treat a bill as a bill and a receipt as a receipt and to honor them fully or conditionally [as the case may be] with the bottom line being to balance or reconcile the ledger. **A civil cause of action is all about accounting. Not law.** See copy of enclosed HOLDOVER WARRANT and Attachment A.

Regardless, whether the dispositive motion is for summary judgment or adjudication, the motion must be supported by declarations under oath, excerpts from depositions which are also under oath, admissions of fact by the opposing party and other discovery such as interrogatories, as well as a legal argument (points and authorities). The other party may respond with counter-declarations, discovery responses, and legal arguments attempting to show that these issues were "triable issues of fact." **If there is any question as to whether there is conflict on the facts on an issue, the summary judgment or adjudication must be denied regarding that matter.**

Triable issues of fact

In many cases, a decision on a dispositive motion is a prerequisite for appellate review.

See, e.g., Wash. Rules of Appellate Procedure 2.2.

In general, it is essential to identify parties to court actions properly. If the alleged parties to an action are not precisely identified, then who is involved with whom or what, and how? If not properly identified, as is the case with the use of *idem sonnans*, all corresponding judgments are void (unenforceable), as outlined in Volume 46.

It is well understood that "Anyone entering into an arrangement with the government takes the risk of having to accurately ascertain that he who purports to act for the government stays within the bounds of his authority, even though the agent himself may be unaware of the limitations upon his authority." [Federal Crop Insurance v. Merrill, 332 U.S. 380 (1947)].

Jurisdiction

"The jurisdiction of the courts of the United States to administer relief by proceeding in rem in Admiralty is unquestionably exclusive. Such proceeding, however, **is against the property only that is located within its jurisdiction, i.e., it's area of legal authority.**

It is against the res/thing/person/corporation and NOT the living man or woman who is merely the Authorized Representative for the res/thing/person/corporation. The distinguishing and characteristic feature of such suit is, that the vessel or thing proceeded against is itself seized and impleaded as the defendant and is judged and sentenced accordingly.

It is this dominion of a suit in Admiralty over the vessel or thing itself which gives the title made under its decree validity against all the world. (Citing The Moses Taylor, 4 WALL. 411).

No person, that is, no living man or woman, is a defendant in such a suit and the Court has/had no authority to proceed in personam. This was a suit against corporations. No one would be bound by decree herein except those made parties. A sale, though purporting to be of the property, would really be only a sale of the interests of the defendants therein.

Enforcement of Foreign Judgments

In law, the enforcement of foreign judgments is the recognition and enforcement in one jurisdiction of judgments rendered in another ("**foreign**") jurisdiction. Foreign judgments may be recognized based on bilateral or multilateral treaties or understandings, **or unilaterally without an express international agreement, as is the case with Barbara Wilson, doing business as; Town Justice.**

The "recognition" of a foreign judgment occurs when the court of one country or jurisdiction accepts a judicial decision made by the courts of another "foreign" country or jurisdiction and issues a judgment in substantially identical terms without rehearing the substance of the original lawsuit.

In English law, there is a clear distinction between Recognition of foreign judgments, and enforcement of foreign judgments. Recognition means treating the claim as having been determined in favor of one of the litigating parties. This is an acknowledgment of foreign competence and of the settling of a dispute, known as **res judicata**. Enforcement, by contrast, is the implementation of the judgment.

In American legal terminology, a "foreign" judgment means a judgment from another state in the United States or from a foreign country. To differentiate between the two, more precise terminology used is "foreign-country judgment" (for judgments from another country) and "foreign sister-state judgment" (from a different state within the United States).

Once a foreign judgment is recognized, the party who was successful in the original case can then seek its "enforcement" in the recognizing country. If the foreign judgment is a money judgment and the debtor has assets in the recognizing jurisdiction, the judgment creditor has access to all the enforcement remedies as if the case had originated in the recognizing country, e.g., garnishment, judicial sale, eviction, etc. If some other form of judgment was obtained, e.g., affecting status, granting injunctive relief, etc., the recognizing

court will make whatever orders are appropriate to make the original judgment effective. Foreign judgments may be recognized either unilaterally or based on principles of comity, i.e., mutual deference between courts in different countries.

In English courts, the bases of the enforcement of foreign judgments are not comity, but the doctrine of obligation. Between two different States in the United States, enforcement is generally required under the "Full Faith and Credit Clause", Article IV, Section 1 of the U.S. Constitution, which compels a State to give another State's Judgment an effect as if it were local. This usually requires some sort of an abbreviated application on notice, such as via indexing, or docketing. Between one State in the United States, and a foreign country, Canada, for example, the prevailing concept is comity.

The Court in the United States, in most cases, will unilaterally enforce the foreign judgment, without proof of diplomatic reciprocity, either under judge-made law or under specific statutes.

Recognition will be generally denied if the judgment is substantively incompatible with basic legal principles in the recognizing country. For example, U.S. courts, in accordance with the Securing the Protection of our Enduring and Established Constitutional Heritage Act, (SPEECH Act), are prohibited from recognizing or enforcing foreign libel [first claim in Admiralty] judgments against any US person unless the foreign country in which the judgement was made protects freedom of speech to at least the same degree as the United States and the foreign court's conduct of the case in which the judgement was reached respected the due process guarantees of the U.S. Constitution to the same extent as a U.S. court would've.

If the country that issued the judgment and the country where recognition is sought are not parties to the Hague Convention on Foreign Judgments in Civil and Commercial Matters, which as of December 2017, was only ratified by Albania, Cyprus, Kuwait, the Netherlands and Portugal, the Brussels regime (all European Union countries, as well as Iceland, Norway and Switzerland) or a similar treaty or convention providing for the routine of registration and enforcement between states, the courts of most states will accept jurisdiction to hear cases for the recognition and enforcement of judgments awarded by the courts of another state **if the defendant or relevant assets are physically located within their territorial boundaries.**

Whether recognition will be given is determined by the *lex fori*; i.e., the domestic law of the court where recognition is sought, and the principles of comity. The following issues are considered:

- Whether the foreign court properly accepted personal jurisdiction over the defendant;
- Whether the defendant was properly served with notice of the proceedings and given a reasonable opportunity to be heard which raises general principles of natural justice and will frequently be judged by international standards; hence, the rules for service on a non-resident defendant outside the jurisdiction must match general standards and the fact that the first instance court's rules were followed will be irrelevant if the international view is that the local system is unjust;
- **Whether the proceedings were tainted with fraud; and**
- **Whether the judgment offends the public policy of the local US state.**

There is a general reluctance to enforce foreign judgments which involve multiple or punitive damages. In this context, it is noted that the US is not a signatory to any treaty or convention and there are no proposals for this position to change. When it comes to seeking the enforcement of US judgments in foreign courts, many states are uncomfortable with the amount of money damages awarded by US courts which consistently exceed the compensation available in those states.

Further, the fact that the US courts sometimes claim **extraterritorial jurisdiction**, which was repealed nationally in 1953; (*Howard v. Commissioners*), offends other states' conceptions of sovereignty. Consequently, it can be difficult to persuade some courts to enforce some US judgments. The Hague choice of court convention provides for the recognition of judgement given by the court chosen by the parties in civil and commercial cases in all other parties to the convention. The convention has as of 2013 not entered into force. Regarding maintenance obligations, the Hague Maintenance Convention; in force between Albania, Bosnia and Herzegovina and Norway, provides for recognition of all kinds of maintenance related judgements; including child support.

If the time to appeal in the court of origin has lapsed, and the judgment has become final, the holder of a foreign judgment, decree or order may file suit before a competent court in the US which will determine whether to give effect to the foreign judgment. A local version of the **Uniform Foreign Money Judgments Recognition Act** applies in most states, for example in California, via 13 U.L.A. 149 (1986).

A judgment rendered in a "sister" state or a territory of the U.S. is also referred to as a "foreign judgment." 47 states, the District of Columbia, Northern Mariana Islands and the Virgin Islands have adopted the **Uniform Enforcement of Foreign Judgments Act**, 13 U.L.A. 261 (1986), which requires the states and the territories to give effect to the judgments of other (sister) states and territories, if an exemplified copy of the foreign judgment is **registered with the clerk of a court of competent jurisdiction** along with an **affidavit** stating certain things.

The only U.S. states which have not adopted the Uniform Enforcement of Foreign Judgments Act are California, Massachusetts and Vermont. Legislation was introduced in Massachusetts in 2012 (Bill H.4268) to adopt the Uniform Enforcement of Foreign Judgments Act.

New York State and Connecticut are two of a small minority of U.S. jurisdictions that does not simply allow a judgment creditor to file a foreign judgment from a sister state if the judgment was obtained by default, i.e., **the other side never showed up for or to contest its entry in the other state by, for example, defending himself at trial** or the judgment was obtained by confession; meaning the other side signed paperwork, e.g., a Promissory Note, allowing a judgment to be entered against him, such as via a cognovit clause agreement, a/k/a Confession of Judgment (COJ).

Instead, a party wishing to domesticate the foreign default judgment or foreign judgment obtained by confession must bring another action in New York State "on the judgment" where the relief sought is to have the foreign judgment domesticated in New York State.

Moreover, a quicker "motion-action" procedure is available in New York where the owner of the foreign default judgment/judgment by confession files a summons and notice of motion for summary judgment in lieu of complaint.

When seeking to enforce a judgment in or from a state that has not adopted the Uniform Act, the holder of the judgment files a suit known as a "domestication" action. Since the full faith and credit clause of the U.S. constitution requires that states honor the judgments of other states, the domestication of a judgment from another state is generally a formality, even in the absence of the expedited procedure under the UEFJA. However, the action must be between two U.S. States and not between a U.S. State and a foreign UN member state.

To solve the problem of libel [admiralty complaint] tourism, the SPEECH Act makes foreign libel [admiralty complaint] judgments unenforceable in U.S. courts, unless those judgments are compliant

with the US First Amendment, which has yet to be ratified. The act was passed by the 111th United States Congress and signed into law by President Barack Obama.

Exceptions: A state may not enforce a foreign-country judgment in the following cases:

- The judgment was not rendered by an impartial tribunal under procedures compatible with the requirements of due process of law;
- The foreign court did not have personal jurisdiction over the defendant;
- The foreign court did not have jurisdiction over the subject matter;
- The defendant did not receive notice of the proceedings in sufficient time to enable him to defend;
- The judgment was obtained by fraud;
- The judgment is repugnant to the public policy of the U.S. state where enforcement is sought;
- The judgment conflicts with another final and conclusive judgment, e.g., *res judicata*;
- The proceeding in the foreign court was contrary to an agreement between the parties under which the dispute was to be settled;
- In the case of jurisdiction based only on personal service, the foreign court was an inconvenient forum for the trial (*forum non-conveniens*); or
- The judgment seeks to enforce the revenue and taxation laws of a foreign jurisdiction.
- If the judgement was obtained through an illegal transaction.

Background on FEDERAL NATIONAL MORTGAGE ASSOCIATION a/k/a Fannie Mae

The Federal National Mortgage Association, which is being publicly traded as **FNMA**, is familiarly referred to as **Fannie Mae**. FNMA is a US government-sponsored enterprise (GSE) and, circa 1968, a publicly traded company.

FNMA was founded in 1938 during the Great Depression as part of the New Deal, the corporation's stated purpose is to expand the secondary mortgage market by **securitizing** mortgage loans in the form of mortgage-backed securities (MBS), that allows lenders to reinvest their assets into more lending and in effect increasing the number of lenders in the mortgage market by reducing the reliance on locally based savings and loan associations, a/k/a "thrifts".

In 1968, Fannie Mae split into a private corporation and a publicly financed institution, with FNMA going public on both the New York and Pacific Exchanges. The private corporation was still called Fannie Mae and its charter continued to support the purchase of mortgages from savings and loan associations and other depository institutions, but without an *explicit* insurance policy that guaranteed the value of the mortgages.

The publicly financed institution was named the Government National Mortgage Association, familiarly referred to as Ginnie Mae, and it explicitly guaranteed the repayments of securities backed by mortgages made to government employees or veterans, with the mortgages themselves being guaranteed by other government organizations.

On September 7, 2008, James Lockhart, then director of the Federal Housing Finance Agency (FHFA), announced that Fannie Mae was being placed into the conservatorship of the FHFA for among other things, its gross violation of the fifth amendment's taking clause to the U.S. Constitution.

The action was cited as "one of the most sweeping government interventions in private financial markets in decades". **Lockhart also dismissed the firms' chief executive officers and boards of directors**, and caused the issuance to the Treasury new senior preferred stock and **common stock "warrants"** amounting to 79.9% of each GSE. The value of the common stock and preferred stock to pre-conservatorship holders was greatly diminished by the suspension of future dividends on previously outstanding stock, in the effort to maintain the value of company debt and of mortgage-backed securities. FHFA stated that there were no plans to liquidate the company.

The authority of the U.S. Treasury to advance funds for the purpose of stabilizing Fannie Mae, or Freddie Mac is limited only by the amount of debt that the entire federal government is permitted by law to commit to. **The July 30, 2008 law enabling expanded regulatory authority over Fannie Mae and Freddie Mac increased the national debt ceiling US\$800 billion, to a total of US\$10.7 Trillion in anticipation of the potential need for the Treasury to have the flexibility to support the federal home loan banks.**

On June 16, 2010, Fannie Mae and Freddie Mac announced their stocks would be delisted from the NYSE. The Federal Housing Finance Agency directed the delisting after Fannie's stock traded below \$1 a share for over 30 days. Since then the stocks have continued to trade on the Over-the-Counter Bulletin Board, that is, on private trading platforms.

Fannie Mae's charter has historically prevented it from guaranteeing loans with a loan-to-values over 80% without mortgage insurance or a **repurchase agreement** with the lender.

In recap, in order to provide competition for the newly private Fannie Mae and to further increase the availability of funds to finance mortgages and home ownership, Congress established the Federal Home Loan Mortgage Corporation (Freddie Mac) as a private corporation through the Emergency Home Finance Act of 1970. The charter of Freddie Mac was essentially the same as Fannie Mae's newly private charter: to expand the secondary market for mortgages and mortgage-backed securities by buying mortgages made by savings and loan associations and other depository institutions. Initially, Freddie Mac was owned by the Federal Home Loan Bank System and governed by the Federal Home Loan Bank Board.

In 1989, the Financial Institutions Reform, Recovery and Enforcement Act of 1989 ("FIRREA") revised and standardized the regulation of Fannie Mae and Freddie Mac. It also severed Freddie Mac's ties to the Federal Home Loan Bank System. **The Federal Home Loan Bank Board (FHLBB) was abolished and replaced by different and separate entities.** An 18-member board of directors for Freddie Mac was formed, and subjected to oversight by the U.S. Department of Housing and Urban Development (HUD). Separately, The Federal Housing Finance Board (FHFB) was created as an independent agency to take the place of the FHLBB, to oversee the 12 Federal Home Loan Banks, **also known as, district banks.**

The Chief executive officer is Hugh R. Frater - Oct 16, 2018 to present.

Board of Directors 2018

1. Renee Lewis Glover, Age 69, Independent director since January 2016
2. Michael J. Heid, Age 61, Independent director since May 2016
3. Robert H. Herz, Age 65, Independent director since June 2011
4. Antony Jenkins, Age 57, Independent director since July 2018
5. Diane C. Nordin, Age 60, Independent director since November 2013

6. Jonathan Plutzik, Age 64, Board chair since December 2018, Independent director since November 2009
7. Manuel “Manolo” Sánchez Rodríguez, Age 53, Independent director since September 2018
8. Ryan A. Zanin, Age 56, independent director since September 2016

Executive Officers, As of February 14, 2019, there are seven other executive officers:

1. David C. Benson, Age 59 *President*
2. Andrew J. Bon Salle, Age 53 *Executive Vice President—Single-Family Mortgage Business*
3. Celeste M. Brown, Age 42 *Executive Vice President and Chief Financial Officer*
4. John S. Forlines, Age 55 *Senior Vice President and Chief Risk Officer*
5. Jeffery R. Hayward, Age 62 *Executive Vice President and Head of Multifamily*
6. Kimberly H. Johnson, Age 46 *Executive Vice President and Chief Operating Officer*
7. Stephen H. McElhennon, Age 49 *Senior Vice President and Interim General Counsel*

Named Executives for 2018

1. Hugh R. Frater Interim Chief Executive Officer (*beginning October 2018*)
2. Timothy J. Mayopoulos Former Chief Executive Officer (*until October 2018*)
3. Celeste M. Brown Executive Vice President and Chief Financial Officer (*beginning August 2018*)
4. David C. Benson President (*beginning August 2018*) Former Executive Vice President and Chief Financial Officer (*until August 2018*)
5. Andrew J. Bon Salle Executive Vice President—Single-Family Mortgage Business
6. Jeffery R. Hayward Executive Vice President and Head of Multifamily
7. Kimberly H. Johnson Executive Vice President and Chief Operating Officer (*beginning March 2018*) Former Executive Vice President and Chief Risk Officer (*until March 2018*)

The bottom line is that on November 2nd, 1999, the third (3rd) and final bankruptcy of the United States ended, thus, there is no longer any authority, whether legal or otherwise, for any state and or District officer or employee to administer any “tax matters” without the United States a/k/a District of Columbia, and the State(s) of New York no longer has usufruct authority.

Usufruct is a “limited” *ius in re* (real right) or *in rem* right found in **civil law** and mixed jurisdictions that unites the two property interests of *usus* and *fructus*: (1) *Usus* (*use*) is the right to use or enjoy a thing possessed, directly and without altering it, and (2) *Fructus* (*fruit*, in a figurative sense) is the right to derive profit from a thing possessed.

The summary taking of one’s property, as is authorized via UN Corporation’s sister-city and sister-state private agreements, without due process of law is a violation of the U.S. Constitution. The Constitution of the United States of America states unequivocally:

No person shall ... be deprived of life, liberty, or property, without due process of law ... —*Due Process Clause of the Fifth Amendment (1791)* and pertaining to U.S. citizens, No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States. ... —*Privileges or Immunities Clause of the Fourteenth Amendment*.

Bills of Attainder are foreign bills of exchange and are strictly prohibited by Article IV of the Federal Constitutions, which clearly state that Americans are specifically exempted from being prosecuted under

bills of attainder, and Amendment XI of all three Federal Constitutions further state that Americans are not subject to any form of foreign law.

No private foreign entity, uniform model acts and or (by)laws deemed treaties, can grant anyone an authority that the drafter(s) of the act(s), do not themselves possess. Statutory law is consent based law, therefore, all statutes need my consent to be enforced. Equity will not suffer a statute to be used as a cloak for fraud. **I do not consent to act as surety for any UN member state; US state; U.S. State and or U.S. federal agency, and the U.S. State(s) of New York lack usufruct authority.**

The constitutional authorization granted by Article 1 Section II of the U.S. Constitution was ONLY intended for decennial Census gathering purposes, which enabled the allocation of the seats of the U.S. House of Representatives and, by extension, the Electoral College. The Census Bureau's legal authority is codified in Title 13 of the United States Code. The authorization was not intended for commercial use, whether public or private.

The Municipal use of "paper addresses" in order to facilitate the necessary statistical data gathering was likewise never intended for commercial use, whether public or private. In municipal jargon, the term "paper street" usually means a road or an alley which exists only on paper, hence the name, "paper street." Because such "street" appears only on paper, i.e., an old plan of homes, possibly an old deed, or maybe an old township map with dotted lines, "paper streets" aren't really streets at all.

Using these private "paper-addresses" to facilitate communication(s) with the general public is unlawful and both the USPS and the Clerk of the Court, are in breach of their fiduciary duty to the general public both personally and commercially.

A municipal corporation is an artificial person, and consists of the general inhabitants called citizens, and these artificial persons (citizens) are created by the legislature. It is a body corporate consisting of the inhabitants of a designated area created by the legislature with or without the consent of such inhabitants for governmental purposes. It has a dual character, the one public and the other private (dual citizenship), and exercises corresponding twofold functions and duties — one class consisting of those acts performed by it in the exercise of delegated sovereign powers for benefit of people generally, as the arm of the state, enforcing general laws made in pursuance of general policy of the state, and the other consisting of acts done in exercise of power of the municipal corporation for its own benefit, or for the benefit of its (private) citizens alone, or citizens of the municipal corporation and its immediate locality. A corporation can be a citizen itself, and that corporation can have its own citizens. A corporation also has its own officers. **When a corporation is dissolved, then the officers of that corporation no longer exist.**

Waiver of Immunity

"...where any US state proceeds against a private individual in a judicial forum it is well settled that the state, county, municipality, etc. waives any immunity to counters, cross claims and complaints, by direct or collateral means regarding the matters involved." *Luckenback v. The Thekla*, 295 F 1020, 226 U.S. 328; *Lyders v. Lund*, 32 F2d 308; *Dexter v. Kunglig J.*, 43 F2d 705, 282 US 896; *U.S. v. N.C.B.N.Y.*, 83 F2d 236, 106 ALR 1235, affirmed; *Russia v. BTC*, 4 F Supp 417, 299 U.S. 563.

This doctrine includes, but is not limited to, challenges to personal, subject matter and territorial jurisdiction, as well as to claims that the forum is not judicial (*forum non-conveniens*) in nature but merely administrative or that the court is proceeding, improperly, against a private individual under the rebuttable

presumption that the private individual is a corporate entity or an artificial person upon which the Public Statutes operate. Furthermore, it is undisputed that the state itself is acting in its capacity as a commercial entity and is liable for damages.

"The state may nevertheless be held liable where the injurious activity was 'proprietary' rather than 'governmental', i.e., where the injury was caused by the state acting in its capacity as a commercial entity rather than that of sovereign."

Notice of Intent to Subpoena the local Clerk of Court / Town Court Clerk

I will if necessary, subpoena the accounting / receivables records of the Town Court Clerk, in both his/her personal and commercial capacities. Receipts are important and the Clerk must keep track of where the assets are located.

Mutual Offset Credit Exchange Exemption

"Federal Law, PL 73-10 and 12 USC 411" exempts me personally from all "federal taxes", as well as, all federal citizenship obligations including all mortgages, and all Territorial and Municipal Codes and Statutes.

I, Kristin Guldi, both sui juris and in my stated capacity as Executrix for the Estate of Gregory Jo Guldi, having attained the Age of Majority and without any disability, hereby declare this is my free will, voluntary act and deed to make, seal, acknowledge and deliver this notification under my hand and seal. Explicitly reserving all rights without prejudice.

Notice to Agent is notice to Principal. Notice to Principal is notice to Agent;
applicable to all successors and or assigns

Lex semper dabit remedium: "The law always gives a remedy"

I herein invoke Lex Justice into this legal matter

By: Kristin Marie Guldi; as Executrix for the Estate of Gregory Jo Guldi
Kristin Marie Guldi as Executrix for the Estate of Gregory Jo Guldi

Enclosures:



SHERIFF'S OFFICE, COUNTY OF SUFFOLK, N.Y.

ACCREDITED LAW ENFORCEMENT AGENCY

CIVIL ENFORCEMENT SECTION

360 YAPHANK AVENUE, SUITE 1A

YAPHANK, N.Y. 11980

(631) 852-5600

VINCENT F. DeMARCO

SHERIFF



72 HOUR EVICTION NOTICE

File No.: 4-19008750

Defendant: Kristin Galdi

In compliance with provisions of New York State Law, I, as Sheriff of the County of Suffolk, do hereby give notice that you have seventy-two (72) hours, excluding any period which occurs on a Saturday, Sunday or a public holiday, to vacate these premises.

At the expiration of the aforesaid 72 hours if premises are not vacated, I have no alternative but to forcibly evict you.

SHERIFF OF SUFFOLK COUNTY

BY:

 5374/830
Deputy Sheriff Signature/Rank/Shield/Command

DATE: 5/19/22

TIME: 1140

At a Surrogate's Court of the State of
New York held in and for the County
of Suffolk at Riverhead, New York.

P R E S E N T: Hon. Theresa Whelan, Surrogate

-----X
Miscellaneous Proceeding for Leave to
Resign as Executor and Appoint an
Administrator c.t.a. of the Estate of

File No.: 2017-2448/A

FILED
SURROGATES COURT
SUFFOLK COUNTY

GREGORY JO GULDI
a/k/a Gregory J. Guldi,

DECREE

FEB 01 2022

Deceased.

-----X
A verified petition having been filed by Kristin Marie Guldi seeking the court's
acceptance of Kathryn Showers' resignation as Executor of the Last Will and Testament of the
above-named decedent and to appoint Kristin Marie Guldi as Administrator c.t.a. of the above
captioned Estate; and

It satisfactorily appearing that jurisdiction has been obtained over those shown as
necessary parties to this proceeding; and,

Kathryn Showers having submitted a Letter of Resignation as Executor of the Last Will
and Testament of the above-named decedent; and

Barbara J. McIntyre, Gregory Jo Guldi, Jr. and Richard Louis Guldi having each
executed and filed Renunciations of Letters of Administration c.t.a. and Waivers of Process and
Consent to Dispense with Bond; and,

A decision having been rendered by this Court on January 27, 2022 (attached hereto), it is

ORDERED AND DECREED, that Kathryn Showers be permitted to resign as executor,
and it is further

ORDERED AND DECREED, that Kathryn Showers not be required to formally account,
and it is further

ORDERED AND DECREED, that Letters of Administration c.t.a. issue to Kristin Marie
Guldi, without bond, and all prior letters shall be revoked.

DATED:

2/1/2022


Theresa Whelan, Surrogate

Surrogate's Court of the County of Suffolk

On the Date Written Below LETTERS OF ADMINISTRATION CTA were granted by the Surrogate's Court of Suffolk County, New York as follows:

Name of Decedent:	Gregory Jo Guld AKA Gregory J Guld	File #: 2017-2448/A Date of Death: 06-13-2017
Domicile:	County of Suffolk	FILED SURROGATES COURT SUFFOLK COUNTY
Type of Letters Issued:	LETTERS OF ADMINISTRATION CTA	FEB 01 2022
Fiduciary Appointed:	Kristin Marie Guld	
Limitations:	NONE	

THESE LETTERS, granted pursuant to a decree entered by the court, authorize and empower the above-named fiduciary or fiduciaries to perform all acts requisite to the proper administration and disposition of the estate/trust of the Decedent in accordance with the decree and the laws of New York State, subject to the limitations and restrictions, if any, as set forth above.

Dated: February 1, 2022

IN TESTIMONY WHEREOF, the seal of the Suffolk County Surrogate's Court has been affixed.

WITNESS, Hon Theresa Whelan, Judge of the Suffolk County Surrogate's Court



Doreen A. Quinn, Chief Clerk

These Letters are Not Valid Without the Raised Seal of the Suffolk County Surrogate's Court

DEMAND FOR ACCOUNTING

Financial Accounting Standards Board of the Financial Accounting Foundation
401 MERRITT 7, P.O. BOX 5116, NORWALK, CONNECTICUT 06856-5116 UNITED STATES

The FASB is based in Norwalk, Connecticut, and is led by seven full-time Board members, one being the chairman, appointed by the Financial Accounting Foundation (FAF) to serve five-year terms and are eligible for one term reappointment. **The FASB replaced the American Institute of Certified Public Accountants' (AICPA) Accounting Principles Board (APB) on July 1, 1973.**

Pursuant to Statement of Financial Accounting Standards No. 140 - Accounting for Transfers and Servicing of Financial Assets and Extinguishments of Liabilities. Effective September 2000, a replacement of FASB Statement No. 125 was instituted.

Whether it is banking, civil or criminal court; it is all accounting. Reference the Financial Accounting Standards Board ("FASB") regulations:

- Financial Accounting Statement: FAS125 securitization accounting,
- Financial Accounting Statement: FAS140 Offsetting of financial assets and liabilities,
- Financial Accounting Statement: FAS133 derivatives on hedge accounts, FAS5, FAS95.

Title 12 USC 1813(L)(1)

Under Title 12 USC 1813(L)(1) when the promissory note was deposited, it became a cash item. It became the equivalent of cash because I have a cash receipt for it. In other words, I am the creditor on the payables side of the ledger. The receipt is my Deed. **This means, the "bank" owes me the money.**

Securitization

Securitization is the process of transferring all the liabilities off the balance sheet. The banks do this because we do not ask for them. The promissory note is no longer a negotiable instrument pursuant to UCC Article 3, it has been converted into a security instrument pursuant to UCC Article 8. Whenever anyone sign a mortgage note it originally comes under UCC Article 3, but after securitization, it comes under Article 8. Under United States law securitization is illegal because it is fraudulent, and instruments such as loans, credit cards and receivables, are all securitized. Securitization is **only** illegal for private corporations. Sadly, all the banking institutions follow these standards.

Off Balance Sheet Bookkeeping

This accounting practice is called off balance sheet bookkeeping. The banks are not showing the liability side of the ledger or the accounts payable because it has been moved over to someone else's balance sheet. The IRS does the same thing when we tender them a negotiable instrument. They accept it and never return it. They then neglect to adjust the account. They do not acknowledge the transaction. The deposit is moved off the books. It does not show on the books the collection agent is looking at. **The court clerk similarly is (deliberately) also only looking at the accounts receivable side of the ledger, which places them in the role of the creditor.**

**Recoupment / Counterclaim / Setoff is herein being demanded pursuant to;
Rule 13 - Mandatory Counterclaim**

As the creator of the promissory note, I demand recoupment. I signed it and others are using it, therefore, recoupment means I want our property back and have the account set off. Under civil Rule 13, a counterclaim, which is based on the same transaction is mandatory. Pursuant to Statement 95: These reports are filed on OMB forms in which the public has a right to disclosure under the privacy act. Since the bank shift the assets off the books, they have to report to the FRB where it went.

Recoupment - (1) The recovery or regaining of expenses by applying the setoff so you can get back what you gave and what you are entitled to. (2) The withholding for the equitable part or all of something that is due. This proposed legal action is an equitable action, using admiralty style financial instruments. **By signing the promissory note, the corporate government's system was monetized with the signature. It created an IOU. However, an IOU is an asset instrument, it is NOT a liability instrument.**

Under the constitution, the government was not given authority to create money. It is a power reserved by the people. Article I, section 10 restricted the U.S. states from making gold coins. So the corporate government has to rely on deceiving the people to create money. In other words, the corporate government create money by tricking the people into signing IOUs, or promissory notes.

Again, the promissory note is not a debt instrument to the one who created it; it is actually an asset. The creator can pass it on for someone else to use. It is negotiable unless it includes terms and conditions as part of a contract. The collateral property belongs to the creator (owner), and the holder is merely using it and any proceeds that come from it should be restored to the creator.

The bank, that is, the court; is using the receivable side of the accounting ledger. It is what the corporate courts use to "charge" everyone with.

On the receivable side, the Civil Court must pay the debt, because that is where the charge is coming from since the Civil Court is claiming to be the creditor like a bank collecting the mortgage. The mortgage side of the bank ledger is the bank's asset and receivable, but it is also on the bank's liability side.

FAS 140 / Setoff

Under FAS 140, I am claiming our setoff. A deposit is a cash receipt, i.e., a cash proceed. Everything becomes a cash proceed in commercial law under UCC Article 9. The accounting records show it as a cash proceed. We are given a credit to our account, which is actually a cash receipt to us the customer or the borrower. Subsequently, a cash payment was then made to the bank. The bank then sold the note, via a Home Equity Line Of Credit (HELOC), to warehouse lending institutions. This is the scenario when using a credit card or even on a mortgage loan.

A HELOC

A HELOC is different from warehouse lending. With a HELOC, the bank takes the proceeds from the promissory note to pay off the warehouse lender. What this accomplishes, is that the debt on the "real estate", i.e., the collateral property, is extinguished from their books.

Closing and Settlement

At Closing and Settlement, the loan was paid off in its entirety. **The debt is extinguished.** Many claim the bank didn't lend any money, and they didn't, because there is no money. However, that doesn't rebut the receivable end of the equation. The bottom line is; we loaned the bank the note. we started the process, and we are now terminating it.

The Clerk of the Court

The above scenario is also what is occurring in the courtroom. The clerk holds the receivable side for the corporation and the judge holds the payables. The judge is holding accounts payable under HJR 192 for all the people that come before him **if** he has possession of the Social Security Number. The judge is not required to be a witness or bring pleadings to the court. He / She is functioning merely as a referee, an arbitrator. The receivables are the charges against the franchise/individual. The party holding the payables is not the same party handling the receivables. **The judge is not obligated to do the setoff unless it is raised as an issue or defense.**

Two sets of books = Double Book Entry

After I signed the promissory note with the bank to purchase my home; at the closing, the bank had already sold my note to a warehousing institution (it is how the bank creates money). The warehousing institution brought money into the bank when they bought the note. **At closing, the money (note) was taken and the account was closed out on one side,** and the bank simply (*conveniently*) forgot to tell me that I no longer had a liability on their receivable side.

Whereas defined pursuant to American Jurisprudence

In general, it is essential to identify parties to court actions properly. If the alleged parties to an action are not precisely identified, then who is involved with whom or what, and how? If not properly identified, all corresponding judgments are void, as outlined in Volume 46.

The U.S. / US and English litigation systems only have to present the evidence that supports their claim. For example, when a *franchisee* is charged with speeding, he is given a charging instrument. It is the same as a claim by the bank that shows that someone has failed to make mortgage payment(s). It is a commercial entry from a corporation showing that there is an outstanding liability on their receivable balance sheet, thus, placing them in the capacity of a creditor and defaulting the receiving party (franchisee) as the debtor.

While the bank is the alleged creditor on the receivable side of this undertaking; or their asset side that is the receivable, I am the creditor on the liability side or the accounts payable. Pursuant to "Federal Law, PL 73-10 and 12 USC 411", I am herein demanding my Mutual Offset Credit Exchange Exemptions, to convert my accounts payable, as an offset or counterclaim, to the financial asset side that is the receivable.

Surrogate's Court of the County of Suffolk

On the Date Written Below LETTERS OF ADMINISTRATION CTA were granted by the Surrogate's Court of Suffolk County, New York as follows:

Name of Decedent: **Gregory Jo Guldi**
AKA **Gregory J Guldi**

File #: 2017-2448/A

Date of Death: 06-13-2017

Domicile: **County of Suffolk**

Type of Letters Issued: **LETTERS OF ADMINISTRATION CTA**

Fiduciary Appointed: **Kristin Marie Guldi**

Limitations: **NONE**

THESE LETTERS, granted pursuant to a decree entered by the court, authorize and empower the above-named fiduciary or fiduciaries to perform all acts requisite to the proper administration and disposition of the estate/trust of the Decedent in accordance with the decree and the laws of New York State, subject to the limitations and restrictions, if any, as set forth above.

Dated: February 1, 2022

IN TESTIMONY WHEREOF, the seal of the Suffolk County Surrogate's Court has been affixed.

WITNESS, Hon Theresa Whelan, Judge of the Suffolk County Surrogate's Court



A handwritten signature in dark ink, which appears to read "Doreen A. Quinn", is written over a horizontal line.

Doreen A. Quinn, Chief Clerk

These Letters are Not Valid Without the Raised Seal of the Suffolk County Surrogate's Court

ORIGINAL

SOUTHAMPTON JUSTICE COURT
COUNTY OF SUFFOLK | STATE OF NEW YORK

FEDERAL NATIONAL MORTGAGE ASSOCIATION,
Granite Park VII, 5600 Granite Parkway, Plano, TX 75024

HOLDOVER

WARRANT

Petitioner,

-vs-

Index No. 19030233

GREGORY GULDI, JR. A/K/A GREGORY H. GULDI,
JR.; KRISTIN GULDI; NATASHA SZURKO; JOHN DOE
1-2; JANE DOE 1-2; ALL OTHER OCCUPANTS,

Respondents.

Premises: 970 North Sea Road, Southampton, NY 11968

To the Sheriff/Marshal of the County of SUFFOLK

A Holdover Petition having been presented in the above-captioned matter to the Court by Petitioner, FEDERAL NATIONAL MORTGAGE ASSOCIATION, after service upon Respondents, GREGORY GULDI, JR. A/K/A GREGORY H. GULDI, JR.; KRISTIN GULDI; NATASHA SZURKO; JOHN DOE 1-2; JANE DOE 1-2; ALL OTHER OCCUPANTS, of a Notice to Quit, Notice of Petition and Petition, with proof of service thereof having been presented and filed with the Court, and the Holdover Petition having been made returnable on March 11, 2019, and a final judgment for Petitioner having thereafter been entered in the above-entitled proceeding awarding to the said Petitioner the delivery of possession of the premises located in the Town of Southampton, County of Suffolk, and State of New York, more particularly described as, all rooms, 970 NORTH SEA ROAD, SOUTHAMPTON, NY 11968, and a warrant to remove Respondents, GREGORY GULDI, JR. A/K/A GREGORY H. GULDI, JR.; KRISTIN GULDI; NATASHA SZURKO; JOHN DOE 1-2; JANE DOE 1-2; ALL OTHER OCCUPANTS; and no Hardship Declaration having been submitted by Respondents after having been served with copies of same on December 9, 2021;

THEREFORE, in the name of the People of the State of New York, you are hereby commanded to remove Respondents, GREGORY GULDI, JR. A/K/A GREGORY H. GULDI, JR.; KRISTIN GULDI; NATASHA SZURKO; JOHN DOE 1-2; JANE DOE 1-2, and all other


ORIGINAL

persons from the premises known as and located at, all rooms, 970 NORTH SEA ROAD,
SOUTHAMPTON, NY 11968, and put the Petitioner, FEDERAL NATIONAL MORTGAGE
ASSOCIATION, into full possession of same.

The earliest date upon which execution of the warrant may occur is ANY BUSINESS DAY ON OR
AFTER THE 15TH DAY AFTER SERVICE OF THIS WARRANT OF EVICTION.

Dated: April 19, 2022

ENTERED:


HON. BARBARA L. WILSON
TOWN JUSTICE